

Appln. No. 09/841,883
Amendment sent May 1, 2006
Reply to Office Action of February 21, 2006

PATENT

REMARKS/ARGUMENTS

This Amendment is in response to the Office Action mailed February 21, 2006. Claims 18-32 were pending in the present application. This Amendment amends claims 18-21, 23-26, 28-29, and 31; and does not add or cancel any claims; leaving pending in the application claims 18-32. Reconsideration of the rejected claims is respectfully requested.

I. Rejection under 35 U.S.C. §103

Claims 18-32 are rejected under 35 U.S.C. §103(a) as being obvious over *Ginter* (US 5,892,900) in view of *Horstmann* (US 6,009,401). Applicants respectfully submit that these references do not teach or suggest each element of these claims, either alone or in combination.

For example, Applicants' claim 18 as amended recites a license issuing system in which a license-issuing computer, a seller computer, and a purchaser computer are coupled to communicate with each other, wherein:

the seller computer requests input of client information, product information and license program information to the purchaser computer;
upon receiving the information, the purchaser computer transfers the client information, the product information and the license program information to the seller computer;
the seller computer transfers the product information and the license program information, but not the client information, to the license-issuing computer;
the license-issuing computer issues a license key for the program specified by the license program information upon authentication of the product information received from the seller computer; and
the seller computer receives said license key from the license-issuing computer and transfers said license key to the purchaser computer based on the client information

(*emphasis added*). Such limitations are neither taught nor suggested by these references.

Ginter is directed to secure transaction management and teaches that privacy filters can be implemented by, for example, preventing certain confidential information from being written to data structures that will be reported to third parties (col. 197, lines 1-5). However, *Ginter* does not teach or suggest that information sent from a purchaser or purchasing computer for obtaining a license from a licensing computer is sent through a seller computer that can utilize client information for security and/or validation, but does not pass this client information on to the licensing computer, whereby security and authorization for a purchaser and the obtaining of a

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license is maintained at the seller computer level, and the license-issuing computer never receives the client information. Further, *Ginter* does not teach or suggest an intermediary such as a seller computer that receives client information, product information, and license program information from a purchasing computer, and transfers only the product information and license program information without transferring the client information, then receives back a license key from the license-issuing computer and transfers the license key to the purchaser computer based on the client information. Further, the Office Action recognizes on page 3 that *Ginter* does not teach or suggest such use of a license and authentication by a merchant/seller computer. As such, *Ginter* cannot render Applicants' claim 1 obvious.

Horstmann does not make up for the deficiencies in *Ginter* with respect to Applicants' claim 18. *Horstmann* is directed to the re-licensing of software, and is cited as teaching a license issued by a merchant computer (OA p. 3). *Horstmann* teaches a user re-licensing software by connecting to the license clearinghouse and the publisher (col. 4, lines 61-63). However, the license clearinghouse and the publisher in *Horstmann* must receive the user information, because otherwise the user cannot be re-licensed. *Horstmann* does not teach or suggest a license-issuing computer that can issue licenses without receiving client information, or a seller computer that maintains the security of the client information without transmitting the client information to the license-issuing computer to obtain a license. Further, *Horstmann* does not teach or suggest a seller computer receiving client information, product information, and license program information from a purchaser computer and transferring only the product information and license program information without the client information to a license-issuing computer, then receiving a license key from the license-issuing computer and transferring the license key to the purchaser computer based on the client information. As such, *Horstmann* cannot render obvious Applicants' claim 18, either alone or in combination with *Ginter*. Claims 19-32 contain limitations that similarly are neither taught nor suggested by *Ginter* and *Horstmann*, either alone or in combination. Applicants therefore respectfully request that the rejection with respect to claims 18-32 be withdrawn.

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II. Amendment to the Claims

Unless otherwise specified, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance and an action to that end is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 415-576-0200.

Respectfully submitted,



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